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CHARLES ELMORE DOWLEY
CLERK

IN THE
SUPREME COURT OF THE
UNITED STATES

OCTOBER TERM, 1944

No. 441

IDA GUSS, *Petitioner*,

v.

LILLIAN EASTON LASTRAP,

INDIVIDUALLY AND AS ADMINISTRATRIX OF THE ESTATE OF
LUCIUS JOSEPH LASTRAP, JR., DECEASED, ET AL..

Respondent

PETITION FOR WRIT OF CERTIORARI

To the United States Circuit Court of Appeals for
the Fifth Circuit

AND BRIEF IN SUPPORT THEREOF

BERNARD A. GOLDING,
Counsel for Petitioner



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PETITION FOR WRIT OF CERTIORARI
To the United States Circuit Court of Appeals for
the Fifth Circuit

Statement of the Matter Involved

The final judgment rendered in this cause¹ challenges the validity of the Presidential Order dated December 19, 1941, creating the Maritime War Emergency Board, the purpose being to expedite and coördinate the joint war efforts of the representatives of the Maritime Industry and the Labor Organizations involved. This is the first test of the validity of that law to reach this Court.

¹ 142 Fed. (2d) 872.

The Order² provides for the designation of three individuals to serve as members with authority to draft Regulations and Decisions governing insurance upon the lives of Seamen who perish as a result of war hazards, while engaged in employment aboard United States flag vessels of the United States Merchant Marine. Material to this cause, this Board rendered three Decisions providing for payment of *insurance* in the sum of Five Thousand (\$5,000.00) Dollars, on all voyages, *to the beneficiary designated by the deceased Seaman* at the time he signs on the vessel, plus One Hundred and Fifty (\$150.00) Dollars for loss of personal effects.³

On April 10th, 1942, Lucius Joseph Lastrap, Jr., while a member of the crew aboard the SS "Gulf America" (a tanker owned and operated by Gulf Oil Corporation), perished on the high seas as a result of Warlike operations. When he signed aboard this vessel, he executed a card furnished him by the employer for the purpose of designating his beneficiary to his War Risk insurance funds in accordance with the Decision issued by the Maritime War Emergency Board, which Gulf Oil Corporation agreed to abide by. Deceased designated Petitioner, Ida Guss, his aunt, *as beneficiary, without restrictions*, to such insurance. This formed part of his employment contract aboard such vessel. At his death, he was

² Printed as an Appendix hereto. Cf. Fed. Register, Vol. 8, No. 56, p. 3385.

³ "PAYEES: All payments provided for herein will be made only to the master, officer, or member of the crew concerned, that a payment for loss of life will be made to the beneficiary designated by the master, officer or member of the crew at the time he signs on. **The appearance of the name of such beneficiary upon a copy of the signed beneficiary list of individual beneficiary designation, attested by the shipowner, shall be conclusive evidence of such designation,**
* * *

"Payment hereunder, if made in accord with any of the foregoing provisions, shall thereby entirely discharge Assurer's liability with respect to such loss, injury or death." (Emphasis supplied.) (Supplement to Decision No. 1, Dated February 6, 1942.)

living with Petitioner and had contributed toward her support for many years.

The suit originated on a Bill of Interpleader by the employer, Gulf Oil Corporation, stating it had the sum of \$5,176.74, which it had deposited in the Registry of the Trial Court, and sought the Trial Court to determine which of these two parties was entitled to receive such proceeds.

Respondent, the estranged wife of deceased, sought recovery of such funds as administratrix of his estate.

Petitioner moved for recovery on the basis that she was designated *as beneficiary, without restrictions*, on the card furnished the seaman at the time he signed shipping articles aboard the vessel in question.

The Trial Court held that Petitioner was designated as the deceased's beneficiary, and awarded her the sum of \$5,150.00 (\$5,000.00 as insurance, and \$150.00 for loss of personal effects), *as trustee only*, denying recovery *in her individual capacity*, as intended by deceased seaman.

The Circuit Court specifically held that such money did *not* constitute insurance funds; that the payment of such money by Gulf Oil Corporation, as a result of the death of said Seaman, was "in the nature of a gift," and reversed the case with directions that the sum of \$5,150.00 be paid over to his heirs at law, contrary to the wish of deceased.

In this case, there are no controverted issues of fact. There is no doubt,

- (A) That deceased was a seaman;
- (B) That he lost his life aboard an American Tanker as a result of enemy action;
- (C) That he designated Petitioner as his beneficiary of the insurance proceeds and intended that she recover the same in her individual capacity.

The sole issue is whether deceased Seaman's expressed written intention that Petitioner shall recover such insurance funds in her individual capacity, may, by the Courts, be (a) translated into a recovery in the restricted capacity as trustee, only, as the District Judge did, (b) disregarded entirely by the Circuit Court.

Jurisdiction

The Judgment of the Circuit Court of Appeals was entered on May 24th, 1944 (R. 218-222).

A petition for Rehearing was denied on June 22, 1944 (R. 232).

The jurisdiction of this Court is invoked under JUDICIAL CODE, Section 240(A), as amended by the act of February 13th, 1925, being Title 28, Section 347(A), U. S. CODE.

Questions Presented

1. Does the Maritime War Emergency Board have the power and authority to make provisions for indemnity to American merchant seamen and their designated beneficiaries in the event they are injured or lose their lives as a result of enemy action?
2. Are such regulations legal and binding upon American shipowners as a matter of law?
3. Are these regulations binding upon the Gulf Oil Corporation by reason of its express agreement to be bound thereby?
4. The Gulf Oil Corporation having admitted liability in the sum of \$5,150.00 under and by virtue of the Rules and Regulations of the Maritime War Emergency Board, did the Circuit Court err in holding that these funds were not paid by

the Gulf Oil Corporation as indemnity for the loss of deceased's life as a result of enemy action?

5. Since the trial court on conflicting evidence—found that Card Exhibit L was regarded by the Gulf Oil Corporation as an individual beneficiary designation—

“and that at the time deceased signed on on the Steamship Gulf America he executed card (Exhibit L) and when he did so, he knew that he was giving directions with respect to the insurance on his life and his personal effects. He named Ida Guss his beneficiary.”

Did the Circuit Court have any jurisdiction to reverse this part of the trial court's finding amply *supported by the evidence?*

6. In view of the clear, direct and specific designation by the deceased of his Aunt, Ida Guss, *as his beneficiary* to the fund did the Circuit Court err in ordering said funds paid over to the heirs at law?

Presidential Order and Regulations Involved

Presidential Order, dated December 19th, 1941; Maritime War Emergency Board Decisions and Regulations. They appear in the Appendix, page 15, et seq.

Reasons Relied on For the Allowance of the Writ

1. The question involved in this case is one of Federal Laws which has not been, but should be, settled by this Court. Thousands of American Merchant Marine Seamen, and their designated beneficiaries, are subject to the provisions of the Presidential Order, dated December 19th, 1941, and the Rules and Regulations promulgated by the Maritime War Emergency Board, and the decision of the Circuit Court

of Appeals, if permitted to stand, leaves in confusion the proper application of the Decisions and Regulations rendered by the Maritime War Emergency Board, and a decision by this Court seems necessary to enable the Courts to properly administer the Regulations and Decisions promulgated under said Presidential Order, and to provide a rule of conduct for all persons subject to the Rules and Regulations in question.

2. Because the case involves a question of gravity and general importance which it is in the public interest to have decided by the Court of last resort. The question involved is far-reaching in its application and importance. The decision of the Circuit Court of Appeals affects many thousands of American Seamen and beneficiaries who are amenable to the Decisions, Rules and Regulations of the Maritime War Emergency Board.

3. Because the Decisions of the Maritime War Emergency Board in force between *December 7th, 1941*, and *March 15th, 1943*, permitted American Merchant Seamen to designate, as beneficiary, any person they saw fit to War Risk Insurance Funds. On *March 15th, 1943*, the Board changed its Regulation limiting designation of beneficiaries to persons within a certain class. The greatest number of lives lost in the American Merchant Marine, as a result of enemy action, occurred during the year 1942. As a result, there is, at the present time, a large number of claims pending, *similar to this*, in which designated beneficiaries seek to recover War Risk Insurance benefits as provided for by the rules of this Board, in force at that time (*April 10th, 1942*).

4. A review of the decisions of the Court below is of importance in the administration of the Presidential Order, and Rules, Regulations and Decisions of the Maritime War Emergency Board.

5. Because of the importance in the administration of justice of the problem raised.

6. Aside from the novelty and importance of the issues raised, the decision below should be reviewed because it is clearly erroneous and not in accord with the principles of applicable decisions of this Court.

Prayer

Wherefore, your petitioner prays that a writ of certiorari issue under the seal of this Court, directed to the Circuit Court of Appeals for the Fifth Circuit, commanding said court to certify and send to this Court a full and complete transcript of the record and the proceedings of the Circuit Court of Appeals had in the case numbered and entitled on its docket 10832, Ida Guss, Appellant and Appellee, v. Lillian Easton Lastrap, Individually and as Administratrix of the Estate of Lucius Joseph Lastrap, Jr., Deceased, etc., et al., Appellees and Appellants, to the end that this cause may be reviewed and determined by this Court, as provided by the statutes of the United States; and that the judgment herein of said Circuit Court of Appeals be reversed by this Court; and for such further relief as this Court may deem proper.

BERNARD A. GOLDING,
Counsel for Petitioner

Dated September _____, 1944.

IN THE
SUPREME COURT OF THE
UNITED STATES
OCTOBER TERM, 1944

No. _____

IDA GUSS, *Petitioner*,

v.

LILLIAN EASTON LASTRAP,
INDIVIDUALLY AND AS ADMINISTRATRIX OF THE ESTATE OF
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Respondent

BRIEF IN SUPPORT OF PETITION FOR
WRIT OF CERTIORARI

Opinion of the Court Below

The opinion of the Court below, the United States Circuit Court of Appeals for the Fifth Circuit, is reported in 142 Fed. (2d) 872. The opinion is also printed in full in the Record (R. 218-222).

Statement of the Case

This has already been stated in the preceding petition (on page 1, et seq.), which is here adopted and made a part of this brief.

Specifications of Error

The Circuit Court of Appeals erred:

1. In holding that the Decisions and Regulations of the Maritime War Emergency Board do not require ship-owners (signatories to the Statement of Principles), to provide Seaman benefits for loss of life attending risks of War and enemy action.
2. In holding that the money paid into the Registry of the Court by the Gulf Oil Corporation is not insurance funds.
3. In holding that funds thus paid into the Registry of the Court was without legal directions or decree.
4. In holding that the Maritime War Emergency Board is without authority to issue an order upon shipowners (signatories to the Statement of Principles) to provide Beneficiaries for American Seamen who succumb to enemy action.
5. In holding (that it is of the opinion) that such sum paid into the Registry of the Court was "in the nature of a gift" from said shipowner.
6. In holding that the Designation Card executed by the deceased failed to measure up to a legal disposition of the funds.

Summary of Argument

- 1). **The money paid into the Registry of the Court by Gulf Oil Corporation constituted insurance funds.**

The indisputable evidence shows that Gulf Oil Corpora-

tion agreed to abide by the Regulations of the Maritime War Emergency Board in providing insurance benefits for its Seaman Employees in the event of loss of life resulting from the perils of war.

2). Petitioner was designated, without qualification and restriction, beneficiary of the insurance funds.

The parties to this litigation have not questioned the validity of the Presidential Order creating the Maritime War Emergency Board, or the Decisions issued by it. Gulf Oil Corporation, employer of the deceased Seaman, was a party Signatory to the Statement of Principles, the purpose of which was to avoid the rock and whirlpool of pending chaos and the uncertainty attending general confusion between employer and employee. The Statement of Principles and Presidential Order appear in the Appendix (pp. 15, et seq.).

ARGUMENT

Point I.

The historical background embracing the reasons and necessity for the creation of this Board are best expressed in the proceedings reported at 1942 A. M. C. 308. Cf. also, 1944 A. M. C. 1020.

The decisions of this Board, pertinent to this litigation, have been made a part of the Appendix (pp. 19, et seq.).

This Board operates under supervision and sanction of United States Maritime Commission (Title 46, Sec. 1111, U. S. C.), with authority to write insurance, etc., and the Maritime War Labor Board, created by Congress (Title 46, Sec. 1257, U. S. C.) governing the relations between op-

erators and crews of American Merchant Vessels (Title 46, Sec. 1122, U. S. C.)

Such matters affecting Commerce are controlled by National Legislation and expressly retained by the Federal Government (Art. 3, Sec. 2, Fed. Constitution).

Thus, the rules, regulations and decisions of this Board have the force and effect of law, not being in conflict with expressed statutory provisions. *MARYLAND CASUALTY CO. v. U. S.*, 251 U.S. 342, 349; *U. S. v. GRINAUD*, 220 U.S. 506; *U. S. v. MOREHEAD*, 243 U.S. 607; *U. S. v. SACKS*, 257 U.S. 37; *U. S. v. BIRDSALL*, 233 U.S. 223.

This principle has been applied where similar rules and regulations, enacted by administrative bodies, have been challenged. *THE FOOD AND DRUGS ACT, U. S. v. SHREVEPORT GRAIN & ELEVATOR CO.*, 287 U.S. 77; *THE VETERANS BUREAU ACT, BAWYER v. U. S. (C.C.A.)*, 10 F. (2d) 416; and *WAR SAVINGS STAMPS, WARREN, EXECUTRIX v. U. S.*, 68 Ct. Cl. 634 (writ den.), 281 U.S. 739.

It is fundamental that in all the Courts, and certainly in the Courts of first instance, the declaration of purpose and policy is entitled to gravest consideration, and, unless clearly overthrown by facts of record, must prevail. There are no such facts of record in this case.

The War Power of the United States is not abridged by the provisions of the Constitution and its Amendments. As this Court has said: "It is a power to wage war successfully, and thus it permits the harnessing of the entire energies of the people in a supreme cöoperative effort to preserve the nation." *HOME BLDG. & LOAN ASSN. v. BLAISDELL*, 290 U.S. 398, 426. It is a power "not limited to victories in the field." (*STEWART v. KAHN*, Wall. 493, 507; *HAMILTON v. KENTUCKY DISTILLERIES & WAREHOUSE CO.*, 251 U.S. 146, 161); and under it "prices of food and other necessities of

living [may be] fixed or regulated" (U. S. v. MACINTOSH, 283, U.S. 605, 622).

The discretion of the members of this Board is "not unconfined and vagrant." (PANAMA REFINING CO. v. RYAN, 293 U.S. 388, 440). Rather, it is canalized by unusual specificity.

ARGUMENT

Point II.

The right of the deceased to dispose of the insurance proceeds flowers under the Presidential Order and the Decisions by this Board which the Courts may not impair.

The precise import of observations made by the Circuit Court (JUDGE McCORD) to the effect that the funds were "not insurance" and that payment by the employer was "in the nature of a gift" is not clear; their relationship to the express Findings of the Trial Court is dubious. Respondent did not assail the written evidence that Petitioner was designated deceased's beneficiary, without qualifications. No evidence was offered to show a contrary intention of deceased, and the Trial Court specifically found that Petitioner was designated beneficiary.

It is well settled that such insurance benefits flow from the contract between the seamen and shipowner. VINCENT McCORMICK v. MOORE McCORMACK LINES, INC., 1943 A.M.C., pp. 1422-1424.

Notwithstanding all of the evidence discloses that the expressed intention of the deceased was to have Petitioner paid the insurance funds, without restriction, the Trial Court, contrary to Lastrap's wish, and without *any evidence*, engrafted a trust on such fund.

Here is a case of a clear, a simple, a complete written expression directing that in case of death the funds be paid, without restriction, to Petitioner; the Lower Court, though finding in every particular for Petitioner refused recovery sought by Petitioner, unless conditioned upon acceptance as trustee (which deceased did not require), and the Circuit Court regarding such funds "in the nature of a gift" and "not insurance", wholly disregarding deceased's designation of beneficiary, and contrary to the Board's regulations.

The short answer is that the Courts below were simply mistaken in their factual premise. Deliberation justifies the conclusion that the decisions below are erroneous.

An unnecessary and confusing condition is created, both in the construction of the Presidential Order and the Regulations, and in the remedies of designated beneficiaries of deceased seamen.

The applicable Decisions and Regulations do not warrant that designated beneficiaries take only as trustee, and to read such construction into them is to engage in judicial legislation.

Uniformity is of the essence of Maritime jurisdiction (*KNICKERBOCKER ICE CO. V. STEWART*, 253 U.S. 149); but for such uniformity the Courts below have substituted confusion.

Thus, this is a matter of wide importance in the administration of the Presidential Order and the Decisions referred to, and is a matter of national interest, in the sense that it affects countless Seamen and an authoritative decision in the matter involved from this Most Honorable Court will go far toward producing that certainty in law and that uniformity in decision which is unquestionably desirable on a subject which, from its very nature, will necessarily arise continually until the present international struggle ceases.

For the reasons before stated, Petitioner earnestly urges

that this Court grant its Writ of Certiorari directed to the Circuit Court of Appeals for the Fifth Circuit and relieve this Petitioner from the unjust burden to which she is subjected by the terms of the judgment entered against her by said Court.

Conclusion

It is respectfully submitted that the Writ of Certiorari prayed for in the Petition should issue.

Respectfully submitted,

BERNARD A. GOLDING,
Counsel for Petitioner





APPENDIX**THE WHITE HOUSE**

WASHINGTON

December 19, 1941

Pursuant to the agreement reached on December 19, 1941, between representatives of the maritime industry and the labor organizations involved, and in accordance with their joint request that a Board to expedite and coordinate the war efforts of the maritime industry be appointed, I hereby designate:

John R. Steelman of the
U. S. Department of Labor
Edward Mcauley of the
U. S. Maritime Commission
and
Frank P. Graham, President
of the University of
North Carolina

to serve as members of this Board. The Board shall be known as the Maritime War Emergency Board and its powers and purposes shall be those set forth in accordance with Exhibit "A" of the agreement referred to above.

(Signed) FRANKLIN D. ROOSEVELT.

EXHIBIT "A"**Statement of Principles**

1. In so far as areas, war bonuses, and insurance are concerned, it is regarded as desirable and necessary that a uniform basis for each item covering the entire nation and the entire industry be reached.

2. Without waiving the right to strike, maritime labor gives the Government firm assurance that the exercise of this right will be absolutely withheld for the period of the war; on a voluntary basis therefore this is a guarantee on the part of labor that there will be no strikes during the period of the war. Representatives of employers in the maritime industry also guarantee there will be no lockouts for the period of the war.

3. The utilization of collective bargaining will in no instance be impaired or restricted by reason of any action taken at this conference. It is understood and agreed that all rights guaranteed to labor and industry with respect to collective bargaining will be retained and all agreements and obligations arising as a result of collective bargaining agreements will in no way be violated.

During the period of the war there shall be no limitation or curtailment of the productive or service capacities of either employer or employee.

4. To provide machinery for the settlement of disputes without interruption of service or stoppage of work during the period of the war and to insure the application of the maximum war effort and coordination of all war activities coming within the purview of the maritime industry, the Maritime War Emergency Board with the powers and purposes set forth in Exhibit "A", attached hereto, will be created.

The decision of the Board upon any such question which shall be referred to it as hereinbefore set forth shall be final and binding upon all parties to the difference out of which such question arose.

The Board shall appoint advisory committees of representatives of the steamship operators and of such unions of equal representation for the purpose of consulting with and ad-

vising the Board in respect of any other matters looking toward improvement and coordination of the war effort of the United States in the Merchant Marine field.

(Signed by Unions and Shipowners).

12/18/41

EXHIBIT A

**Proposed Board to Expedite and Coördinate the War
Efforts of Employers and Labor in the
Maritime Industry**

The unions representing the personnel of the vessels of the American Merchant Marine and the operators of those vessels having pledged themselves to coöperate wholeheartedly in the all-out war effort of the Government and to take no action during the war emergency which shall cause any interruption of the service of such vessels, it is of the utmost importance that appropriate means shall be established in order to coördinate the war efforts of employees and employers in the American Merchant Marine and to insure that all questions which may arise between them and which, if not promptly and amicably settled might lead to interruptions in such service, shall be promptly and amicably settled.

It is confidently expected that most of such questions can and will be settled through the normal procedure of collective bargaining between such unions and the steamship operators.

Under present war conditions, however, neither the unions nor the steamship operators will at all times be in position to obtain adequate information with regard to the extent of war risks in order to enable them to bargain intelligently with regard to questions relating to war risk compensation and insurance of the personnel of such vessels.

In order to afford a procedure for settling questions relating to war risk compensation and insurance which will at the same time insure that the consideration thereof shall be based upon adequate and accurate information and that such questions shall be settled in such manner as shall most certainly assist in the prosecution of the war, it is proposed that there shall be established a board to be known as the Maritime War Emergency Board (hereinafter sometimes called the Board), or by some other suitable name, and to be composed and have the powers and duties hereinafter set forth.

The Board shall consist of three members to be named by the President of the United States with the understanding that one member shall be selected from the United States Department of Labor, and one from the U. S. Maritime Commission.

Whenever any difference shall arise between any steamship operator and any union representing its employees with regard to any question relating to war risk compensation or war risk insurance of personnel of the vessels of such steamship operator and such question shall not be settled through the ordinary procedure of collective bargaining between such steamship operator and its employees, such question shall be referred to the Board by such steamship operator or such union by giving written notice to the Board and to the other party of the intention of the party giving such notice to refer such question to the Board. Such notice shall specify the question to be referred to the Board.

Upon receiving such notice the Board shall as promptly as shall be practicable afford to each party a reasonable opportunity to present evidence and argument in support of the position of such party and the Board shall thereupon render its decision in writing with regard to such question and serve a copy thereof upon each party.

Maritime War Emergency Board**DECISION NO. 1**

The Maritime War Emergency Board ruled on December twenty-second at 11:50 P. M., "Effective immediately and pending further consideration and decision by the Board each member of the crew of any merchant vessel documented under the laws of the United States and covered by the statement of principles pursuant to which the Board has been established, including such vessels now at sea, shall be insured against loss of life due to risks of war or warlike operations in the amount of \$5,000 on all voyages (such insurance to be effective throughout the entire voyage and until such member of the crew shall be returned to a place within continental United States excluding Alaska), other than voyages exclusively on inland waters of the United States or on waters of the Gulf of Mexico (the harbors of Key West and Havana and all waters west of a line from the easternmost point of the City of Key West, or the approaches thereto, to the easternmost point of the City of Havana, or the approaches thereto, to be deemed for all purposes hereof to be included in waters of the Gulf of Mexico), or both. This is an interim decision made to govern the relations of the operators and their employees in the emergency pending further consideration and, if necessary, revision. The Board will endeavor to arrive, after careful consideration, at a prompt determination on all matters properly pending before it, it being intended that its decision thereon will be retroactive to Sunday, December 7, 1941, unless otherwise determined by the Board."

At a meeting of the Maritime War Emergency Board on December 23, 1941, the following was agreed upon as part of interim decision: "Bonus rates will be established as promptly as possible and shall be for the danger zones recognized by

the Board's interim decision with reference to insurance." Explanatory notice in mail.

Maritime War Emergency Board

DECISION NO. 3

January 20, 1942

The Maritime War Emergency Board has today made this Decision with respect to reimbursement for loss of or damage to personal effects resulting from risks of war or warlike operations for licensed and unlicensed personnel employed *on the United States flag vessels of the United States Merchant Marine*. In making this Decision the Board has given due consideration to all available information and to existing collective bargaining agreements.

The Decision is retroactive to and including December 7, 1941.

The Decision shall govern reimbursement for any loss of or damage to effects resulting from risks of war or warlike operations; in accordance with the following:

(a) In the event of total loss of or damage (equivalent to total loss) to the effects of any licensed officer or unlicensed member of the crew resulting from risks of war or warlike operations, such officer or crew member shall be paid, as reimbursement for such loss or damage, (i) if a licensed officer, the sum of \$300, (ii) if an unlicensed member of the crew (including department heads receiving a basic wage in excess of \$120 per month, the sum of \$250, and (iii) if an unlicensed member of the crew (including department heads) receiving a basic wage of \$120 per month or less, the sum of \$150.

**Maritime War Emergency Board Clarification of
Decision No. 3, as Amended May 7, 1942**

The Maritime War Emergency Board today announced a clarification of Decision No. 3, as amended, issued under date of January 20, 1942.

This clarification is made as the result of doubts having been raised whether the right of seamen to payment for loss of personal effects dies with them.

The Board has ruled that the provisions for payment for loss of personal effects are property insurance and therefore the claim survives the death of the seaman.

Payment should be made in the order prescribed in Payee clause of Decision No. 1 and supplement thereto.*

Payment is retroactive to and including December 7, 1941.

(Sgd.) EDWARD MACAULEY

Edward Macauley,
Chairman

(Sgd.) JOHN R. STEELMAN

John R. Steelman
(Sgd.) FRANK P. GRAHAM

Frank P. Graham

* "PAYEES: "All payments provided for herein will be made only to the master, officer, or member of the crew concerned, that a payment for loss of life will be made to the beneficiary designated by the master, officer or member of the crew at the time he signs on. **The appearance of the name of such beneficiary upon a copy of the signed beneficiary list of individual beneficiary designation, attested by the shipowner, shall be conclusive evidence of such designation,**
* * *

"Payment hereunder, if made in accord with any of the foregoing provisions, shall thereby entirely discharge Assurer's liability with respect to such loss, injury or death." (Emphasis supplied.)

(Supplement to Decision No. 1, Dated February 6, 1942.)